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PUBLIC EMPLOYMENT
RELATIONS BOARD

AGREEMENT

BETWEEN

***WESTERN DUBUQUE COUNTY COMMUNITY
SCHOOL DISTRICT***

AND

***THE UNITED ELECTRICAL, RADIO AND
MACHINE WORKERS OF AMERICA,
UE LOCAL 893***

July 1, 2007 – June 30, 2009

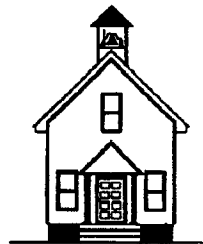


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Article 1
AGREEMENT

This two-year agreement is entered into effective July 1, 2007 by and between the Western Dubuque Community School District (hereinafter called the "Employer" or "School Board" or "Board") and the United Electrical Radio and Machine Workers of America (UE), Local 893 (hereinafter called the "Union"). This agreement to end on June 30, 2009.

Article 2
UNION RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees described by and defined in the State of Iowa, Public Employee Relations Board's Certification in Case No. 5530, dated the 20th day of September 1996. Such certification is attached to this Agreement as Appendix A.

Article 3
COMPLIANCE CLAUSE

Any individual contract between the Employer and an individual employee covered by this Agreement, heretofore or hereafter executed, shall be consistent with the terms and conditions of this Agreement. If any such individual contract is inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Article 4
DUES DEDUCTION

A. **Check Off**

During the term of this Agreement, the employer agrees to deduct regular union dues on a monthly basis, provided that the Union notifies the employer in writing of the dues amount and/or any changes thereafter in accordance with the following check-off authorization form:

UE Local 893, Iowa United Professionals
Authorization for Payroll Deduction

_____ By _____

Last Name

First Name

Middle Name (Please Print)

Employer _____

I hereby request and authorize you to deduct from my earnings an amount sufficient to provide for the regular payment of the current rate of monthly union membership dues established by UE-IUP.

The amount shall be certified by UE-IUP and any change in amount shall be so certified. The amount deducted shall be paid to the treasurer of UE-IUP. This authorization shall remain in full force and effect unless terminated by me, the undersigned, with written notice to my employer and UE-IUP.

SIGNATURE
NUMBER

DATE

SOCIAL SECURITY

STREET ADDRESS

CITY

STATE

ZIP

JOB CLASSIFICATION

RECEIVED BY

A dues check-off authorization must be submitted to the Employer's payroll department not less than five (5) days prior to the first payroll from which dues will be deducted, excluding the date of payroll.

B. **Dues Remission and Report**

The Employer shall remit the amount of dues so deducted within five (5) days after the last payroll date of each month to the Financial Secretary-Treasurer of UE Local 893, along with a report listing the names of all individuals from whom it deducted dues.

C. **Indemnification**

The Union will indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

Article 5
HOURS AND OVERTIME

This Article is intended to provide the basis for calculation of and payment for overtime and shall not be construed as a guarantee of hours of work per day or per week.

A. Overtime

Time and one-half (1-1/2X) an employee's regular hourly rate shall be paid for all time worked in excess of forty (40) hours per week. For purposes of calculating overtime, the following paid leaves are considered hours worked: (a) Personal Leave, (b) Sick Leave, (c) Vacation, (d) Bereavement, and (e) Holiday Pay.

For purposes of computing overtime, the workweek will begin each Sunday.

Contracted Food Service employees will be paid time and one-half (1½) their regular hourly rate for all work in excess of eight (8) hours in a day for banquets or events for which the District receives reimbursement for the services.

Custodial overtime in each building shall be awarded on a rotation basis by seniority so that all custodians have an equal opportunity for overtime hours if they so desire. The building principal or designee will administer the overtime rotation.

B. Breaks

Except for bus drivers, each employee who works more than four (4) hours in one day, shall be entitled to at least one (1) paid, duty free fifteen (15) minute break. Except for bus drivers, an employee who works more than four (4) hours in any one day shall, in addition to the paid break, be entitled to an unpaid, duty-free thirty (30) minute lunch break. Bus drivers shall not receive break time or lunch time.

C. Call-In Pay

With the exception of bus drivers, employees who are called in to work outside of their regular shift shall be guaranteed no less than two (2) hours work or pay at the applicable straight time pay. If such two (2) hour call-in results in a total work week which exceeds forty (40) hours, such time shall be paid at time-and-one-half (1 1/2).

Minimum 2 hours of pay will not be required for the following:

1. Staff meetings with employees that begin 30 minutes prior to the start of their regular work day, that are scheduled at least one day in advance.
2. Requests by Principals or Supervisors to have custodial and/or maintenance staff to start no less than one hour earlier for snow and ice removal from sidewalks and parking lots. Principals or Supervisors will call employees as much in advance as possible.

D. Hours of Work

An employee's regular work schedule shall not be reduced as a consequence of such employee's performance of work at the Employer's request in excess of his/her established hours of work schedule, unless the Employer request for such reduction is offered to the affected employee prior to the performance of the excess work. The compensatory time-off or reduction in work hours must be taken by the employee within that workweek.

- E. Paraprofessionals may be scheduled to work prior to the first student contact day. The building principal may schedule the 180 workdays before or after the student school year.

Article 6
HOLIDAYS

- A. The holidays recognized by this Agreement for all bargaining unit employees (exclusive of bus drivers) shall be as follows:

New Year' Day	Day after Thanksgiving
Labor Day	Day before Christmas
Memorial Day	Christmas Day
Independence Day	Day before New Year's
Thanksgiving Day	Good Friday

- B. Bus drivers shall receive the following paid holidays:

New Year's Day	Thanksgiving Day
Labor Day	Christmas Day
Memorial Day	Good Friday

- C. Holidays Observed

Holidays falling on Saturday shall be observed on the preceding Friday and those falling on Sunday will be observed on the following Monday.

- D. Holiday Pay

Any bargaining unit employee who is scheduled to work on any or all of the above holidays shall be paid holiday pay (their regular pay rate) for all hours they would have worked on such workday as determined by their established work schedule. Bus drivers sharing routes shall be paid full holiday pay regardless of their schedule. Full pay meaning their regular route hours.

- E. Pay for Working on a Holiday

In addition to the holiday pay described above, all bargaining unit employees shall be paid time and one half (1 1/2) times their regular pay rate for all hours worked on such holidays.

- F. Holidays During Vacation

Employees on vacations shall receive pay for the holiday and shall be entitled to an additional day off if the holiday falls within the period of vacation.

No employee shall be required to work on any of the above holidays, except in the case of an emergency.

Article 7
PROBATION

A newly hired employee shall serve a ninety (90) calendar day probationary period. The probationary period is used to determine if the employee can effectively perform his/her duties. If an employee fails to perform the job in a reasonable manner, the Employer may terminate the employee within such ninety (90) calendar day period. In the event a probationary employee is terminated, such employee may not utilize the grievance procedure to protest such termination.

Article 8
SENIORITY

Seniority shall be based upon length of service within the employee's permanent job classification from the date of original hire (the first day of work as a regular employee). In cases where two (2) or more employees have the same date of original hire, seniority among them shall be determined by lot.

A. **Seniority List**

The Employer shall furnish the Union with an up-to-date seniority list for each job classification upon the effective date of the Agreement and once per year thereafter.

B. **Break in Service/Loss of Seniority**

Seniority shall accrue continuously from the original date of hire in a permanent job classification, unless broken by one of the following events:

1. Employee quits.
2. An employee is retired.
3. A laid off employee fails to report for work within five (5) working days after notification by certified letter to return to work - as specified in Article 9, Section B. below.
4. Failure to return to work immediately following the completion of a leave of absence.

C. **Movement from One Job/Classification to Another**

In all cases of transfer within and across job classifications, the employee shall carry his/her seniority to the new job or job classification.

Article 9
VOLUNTARY TRANSFERS

A. Posting of Permanent Job Vacancies

All permanent vacancies in bargaining unit positions shall be posted for a period of five (5) working days in each of the Employer's buildings which employ members of the Union's bargaining unit. Each vacancy posting shall be prepared by the Employer and shall contain the job title and brief description of job duties, length of job (school year or calendar year), the hours scheduled for each work day, the date of the initial posting, and the final date by which an employee may apply for the job. Postings for bus driver positions shall contain a description of the bus route.

Bargaining unit employees shall have ten (10) calendar days from the initial date of posting in the buildings to submit applications in writing to the Superintendent of the School District or the Director of Transportation in the case of Bus Drivers and Bus Mechanic positions. A valid application shall contain the title of the job for which the employee is applying, the date of the application, and the employee's signature.

Printed notices concerning bus route vacancies and open bus driver positions shall be included in bus drivers' pay envelopes. Bus drivers shall make written application for such openings to the Director of Transportation within ten (10) working days after the issuance of such notice.

B. Summer Postings

The Employer shall make a reasonable effort to post jobs while school is in session. In the event it becomes necessary to fill a specific vacancy while school is out of session, the District shall provide a copy of the posting to the Union by certified mail to the Local Union President.

Employees who desire to be considered for any such summer vacancy shall be regarded as a "bidder" for any specific summer vacancy which may occur by "pre-applying" for any specific job(s) on the form attached to this Agreement and identified as **Appendix C - "Summer Vacancy Application"** not later than May 15 of each year.

C. Eligibility for Permanent Job Vacancies

Applicants, including new hires, shall be chosen to fill permanent vacancies on the basis of qualifications (including, but not limited to, education, training, and experience) and ability to perform the work. In the event that qualifications and ability to perform the work are relatively equal among applicants, then seniority shall determine appointment to permanent vacancy.

In the event that a new employee is hired instead of a current employee and such award is grieved, the Employer, upon request by the Union, shall provide to the Union all information it possesses on the current employee and the new hire relative to qualifications and ability to perform the work.

Such information shall be kept confidential by the Union and used only in the processing of such grievance.

An employee who disputes the Employer's decision in awarding a job vacancy may raise such dispute as a grievance.

D. Trial Period

An employee who is awarded a job vacancy shall be given a trial period of 20 working days. The employee may return to his/her previous position at any time during the 20 day trial period. The employee's supervisor may also require the employee to return to his/her previous position within the 20 day trial period.

E. Return of Employees with Recall Rights

Employees with recall rights shall be returned to their job classifications before the hiring of new employees in such classifications.

F. Pay – Voluntary Temporary Transfers

If an employee is temporarily, voluntarily transferred to a lower paying job, the employee shall receive his/her regular rate of pay and all applicable step increases for the remainder of the fiscal year. If an employee is temporarily voluntarily transferred to a higher-paying job, he/she shall be placed in the lowest step of the job classification, which does not cause a reduction in hourly pay.

G. Placement on Step – New Classification

If an employee applies for and receives a position in a new or different classification, the employee shall be placed on the lowest step that does not cause a reduction in hourly pay.

Article 10
INVOLUNTARY TRANSFERS

A. Cause and Notice

Involuntary transfers of employees within and across job classifications may be made by the Employer, temporarily or permanently, when such transfers are necessary for the efficient operation of the School District and the Employer has good cause with basis in fact for determining such transfer. An employee so transferred will be notified in writing fourteen (14) calendar days prior to the effective date of such transfer.

An employee who has been given notice of such transfer may request a meeting with the Employer (with union representation, if so desired) to discuss alternatives to such transfer.

No employee shall be permanently involuntarily transferred to a position which during the remainder of the fiscal year offers less hours per week or hourly pay than his/her permanent job. In the event that such transfer continues into a new fiscal year, the employee may accept a layoff instead of a reduction in hourly pay or hours per week.

B. Pay – Temporary

If an employee is temporarily involuntarily transferred to a lower-paying job, the employee shall receive his/her regular rate of pay and all applicable step increases for the remainder of the fiscal year.

If an employee is temporarily involuntarily transferred to a higher-paying job, he/she shall be placed in the lowest step of the job classification, which does not cause a reduction in hourly pay.

C. Duration

Once the Employer becomes aware that an absent employee has terminated his/her employment or that it now requires a limited duration job to be performed on a permanent basis, the temporary transfer shall be discontinued by posting the position as a permanent job vacancy for transfer in accordance with the specific provisions of this Article. In the event that the temporarily transferred employee is not awarded such position, he/she shall be returned to their permanent job of record.

Article 11
LAYOFF AND RECALL PROCEDURE

A. Layoff Procedure

1. Employees to be laid off shall be given five (5) working days written notice in addition to the day of the notice and a copy thereof shall be mailed to the Union and delivered to the Union steward, except in the case of an emergency.

In all cases of layoffs, seniority within the affected job classification shall govern.

2. In the event that the Employer determines that layoffs are necessary within a classification, probationary employees shall be laid off first. If additional layoffs are determined necessary by the Employer, employees within a classification shall be laid off in inverse order of their seniority. The classifications shall be: (a) bus driver, (b) paraprofessional, (c) custodial, (d) bus mechanic, (e) maintenance, (f) food service, (g) clerical, (h) interpreter, and (i) parent volunteer coordinator. Employees whose position(s) have been eliminated at the time of layoff, but have sufficient seniority to remain in the classification, may bump less senior employees within his/her classification. Maintenance employees may not bump a less senior electrician, plumber, carpenter, or painter unless they are qualified to perform such work.
3. An employee who does not possess sufficient seniority at the time of layoff to remain in his/her classification shall be offered the position of a less senior employee in another classification if he/she has previously been assigned to that classification within the Western Dubuque School District and previously worked not less than six (6) months in such classification for the District. Any employee may decline such a position and go directly to the recall list for their classification.

B. Recall Procedure

1. Recall rights to the same job classification (from which laid off) shall be granted to each employee from the effective date of his/her layoff as follows:

<u>Years of Service</u>	<u>Recall Rights</u>
60 Days to 1 Year	Equal to time worked
1 to 2 Years	12 Months
2 to 3 Years	24 Months
Over 3 Years	36 Months

2. When employees are recalled pursuant to this Article, the Employer shall give the employee(s) written notice of such recall by personal delivery to the employee or certified mail to the employee's last known address.
3. Employees shall be recalled to their job classification by seniority, except where senior laid off employees are not immediately capable of performing the job assignment of plumber,

electrician, carpenter, or painter. Less senior laid off maintenance employees may be recalled to those positions if senior employees are not qualified to perform the work.

4. All employees on layoff status shall be recalled to their job classification before new employees are hired in such job classification.
5. A laid off employee may waive in writing the recall rights provided by this Article.

Article 12
GRIEVANCE PROCEDURE

A. **Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. Both parties agree that these procedures will be kept as informal as may be appropriate at any level of the procedure.

B. **Definition**

A "grievance" is defined as a claim by an employee or the Union that there has been a violation, misinterpretation, or mis-application of this Agreement.

C. **Representation**

An employee will be represented at all steps except Level One by the Union. The decision regarding representation at Level One shall be the grievants.

The Union shall furnish the Employer with written notification of its designated representatives (Stewards) by July 1st of each year.

One (1) representative of the Union's national organization and/or one (1) officer of UE Local 893 (state organization) may participate in Level Three meetings at the Union's discretion.

Other representatives of the Employer may participate in Level Three meetings at the Superintendent's discretion.

D. **Procedure**

1. **Level One - Principal or Immediate Supervisor (Informal)**

An aggrieved employee shall attempt to resolve the grievance informally within twenty (20) calendar days of the employee's knowledge of the event giving rise to the grievance by informal discussion with the employee's principal or immediate supervisor, with or without a steward. The Principal or supervisor will arrange for a discussion between him/herself, the employee and/or the steward to be held within seven (7) calendar days after receiving the verbal grievance (excluding the date of receipt). The supervisor or Principal will provide a verbal response to the grievance within seven (7) calendar days after the Level One meeting (excluding the date of the meeting).

2. **Level Two - Principal or Immediate Supervisor (Formal)**

If the grievance is not settled at Level One and the employee or the Union wishes to appeal the grievance to Level Two, the employee or the Union will reduce the grievance to writing (on the Grievance Report Form attached to this Agreement as Appendix D and deliver same to the Principal or immediate supervisor within ten (10) calendar days after the date of the Employer's response at Level One. The written grievance shall contain a clear and concise statement of the grievance, the specific provision or provisions of this Agreement involved,

and the specific relief sought. The Principal or immediate supervisor shall arrange a meeting between him/herself, the employee, and/or the Union to be held within five (5) calendar days after receipt of the written grievance (excluding the date of receipt). The Principal/supervisor will submit a written answer to the grievance within five (5) calendar days after the Level Two meeting (excluding the date of the meeting).

3. Level Three – Superintendent

If the grievance is not settled at Level Two, and the aggrieved employee or the Union wishes to appeal the grievance to Level Three, the aggrieved employee or the Union shall submit the written grievance to the Superintendent within ten (10) calendar days after receipt of the written answer at Level Two. The Superintendent or the Superintendent's designee shall arrange for a meeting with the employee and representatives of the Union to be held within seven (7) calendar days after the Superintendent's receipt of the written grievance. The Superintendent or the Superintendent's designee shall provide the aggrieved employee and the Union with a written answer, within seven (7) calendar days after the Level Three meeting (excluding the date of the meeting).

4. Level Four – Arbitration

If the Union is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the time limits, the Union may submit the grievance to final and binding arbitration by giving written notice to the Superintendent within thirty (30) calendar days after receipt of Superintendent's answer to Level Three.

Within ten (10) calendar days after written notice to the Superintendent of submission to arbitration, the Superintendent and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Iowa Public Employment Relations Board by either party. The list supplied by the Public Employment Relations Board shall consist of five (5) arbitrators and, within five (5) calendar days after receipt of the list, the parties shall determine by lot which party shall have the right to remove the first name from the list.

Within ten (10) calendar days thereafter, the parties shall alternately strike a name from the list and the fifth and remaining name shall be the arbitrator.

The arbitrator so selected shall confer with the Employer and the Union and hold a hearing promptly and shall issue his/her decision no later than thirty (30) calendar days from the date of the close of the hearing. If oral hearings have been waived by both parties, then the arbitrator shall issue his/her decision no later than thirty (30) calendar days from the date of submission to the arbitrator of briefs ordered by the arbitrator on the issues.

The arbitrator's decision shall be in writing and shall set forth his/her finding of fact, reasoning and conclusions on the issues submitted.

The arbitrator shall be without authority to make any decision which is in violation of the terms of this Agreement. Further, the arbitrator shall be without authority to add to, subtract from, or in any manner change or modify the terms and conditions of this Agreement or to decide any issues not arising under this Agreement.

The award of the arbitrator shall be final and binding on the Employer, the aggrieved employee, and the Union.

The cost of the arbitrator and the hearing room shall be shared equally by the parties.

5. Time Limits

The failure of an employee or, where applicable, the Union to initiate or appeal a grievance to the next level within the time limits specified above shall bar further appeal provided, however, that any such time limits may be extended by mutual agreement. The failure of the Employer to respond to a grievance within the specified time limits will authorize the aggrieved employee or, where applicable, the Union to appeal the grievance to the next level. However, in the absence of an appeal by the employee or, where applicable, the Union to the next level, this provision shall not negate the obligation of the Employer to meet and to issue a decision at each applicable level of the grievance procedure except as otherwise waived by the Union. The parties shall not unreasonably refuse an extension of time limits.

6. Group Grievance

To avoid the filing of multiple grievances by employees with identical claims, the Union may submit a group grievance in writing to the Superintendent commencing at Level Three.

7. Meetings and Hearings

All grievance meetings and hearings will be held at times which do not interfere with the scheduled work activities of the employees involved. All meetings and hearings under this procedure shall not be open to the public and shall include only witnesses, the parties of interest, and their designated or selected representatives, heretofore referred to in this Article.

Article 13

WAGES

A. Classifications and Rates

The Employer and the Union agree that the following job classifications are established for employees covered by this Agreement:

Bus Driver
Bus Mechanic
Clerical
Custodian

Food Service
Interpreter
Maintenance
Paraprofessional
Parent Volunteer Coordinator

B. Progression Schedules

Progression to the top step of each job classification shall be based solely on longevity within a job classification, in accordance with the wage schedules contained in Appendix B of this agreement. Employees will move from one step to the next annually (except as otherwise noted in Appendix B) on July 1 of each year until employees achieve the highest step in their job classification.

C. Wage and Salary Schedule

1. Appendix B contains the job classification and step schedules for all employees in the bargaining unit. Effective July 1, 2007, all employees will receive a thirty five (.35) cent increase to their hourly wage. Effective July 1, 2008, all employees will receive a thirty five (.35) cent increase to their hourly wage.
2. Effective July 1, 2002, employees who have been employed for at least twenty-five (25) consecutive years or more will be placed on the longevity step of their pay classification.
3. New employees will be placed on step 1 of the schedule.
4. An employee shall receive the rate of pay for the classification in which they are assigned on a permanent basis, except as specifically enumerated in Article 10, Involuntary Transfers.
5. Educational Lane Placement
Educational hours earned by employees are subject to educational lane placement if approved by the Superintendent or the Superintendent's appointee.

If approved a current employee would be placed on the appropriate lane at the beginning of the next semester.

In the case of a new hire lane placement would begin on their first day of work.
6. Second shift employees will receive a shift premium of 25 cents (.25) per hour.
7. Fifty cents (.50) per hour premium for paraprofessionals scheduled to work with level 3 special needs students at least 50% of the work year. The additional pay does not apply to temporary or incidental assignments.

8. Listing of Lead Custodian one each at: Epworth High School, Cascade High School and Drexler Middle School.
9. Listing of two Bus Driver Trainers district-wide.

D. Bus Driver Schedule of Pay/Sub Calling

1. Transportation Definitions:

Route: Daily transportation of students to and from home and school. Minimum route time is 1 1/2 hours a.m., and 1 1/2 hours p.m.

Shuttle*: Recurring trips transporting students from school to various locations as a function of the educational program. Minimum shuttle time is 45 minutes. Shuttles occur a minimum of two times per week.

Dyersville Noon Shuttle*: Daily transportation of Dyersville Center students to Xavier, and back, for lunch. Shuttle rotates every two weeks.

Trip*: Transporting students to and from activity and educational events. Trips over 1 1/2 hours in length shall be assigned on a rotation basis starting with the most senior employee on the sign-up list.

Late Run*: Transporting students to drop-off points in various communities following practices or events after school.

* Shuttles, trips, and late runs are assigned on a rotating basis from a sign-up list based on seniority.

Any trip less than 1 1/2 hours in length will be assigned by the transportation director to the nearest available driver.

2. Bus driver employees will be paid one (1) hour per week for cleaning and washing their bus. A driver will be paid actual time to take the bus to the garage for service. The minimum route pay, including pre-trip inspection is 1 1/2 hours. Bus drivers living more than five (5) miles from their parking station will be paid thirty-one (.31) cents per mile for all commuting miles up to a maximum of forty (40) miles per day for regular routes only. The first five (5) miles are not subject to reimbursement.

Example:

Home to Bus	8 miles	
Less	<u>5 miles</u>	minimum
	3 miles	
	<u>x 4 trips</u>	(a.m. & p.m.)
	12 miles	(reimbursable miles)

3. Regular bus drivers who substitute on another bus run shall be paid their regular hourly rate of pay. A list of sub drivers' names and phone numbers will be provided to route drivers. In the event a driver is unable to obtain a sub after contacting 3 drivers, the Transportation Department may be notified to assist in locating a sub. The names of the 3 drivers attempted to be contacted

will be provided to avoid duplication. The driver will be reimbursed for long distance phone expense upon submitting a duplicate phone bill.

4. Bus drivers will be reimbursed forty (\$40.00) dollars for electricity used to heat buses during the winter months. The electricity bill must be submitted by the employee to the employer by May 1st.

5. Medical Work Release

A driver is considered on medical leave when a doctor has issued a medical work release stating that the driver shall not drive a school bus until a doctor certifies the medical condition has been resolved. Examples of this would be a surgery, injury, or accident that renders the driver unable to perform the duties they are contracted to do.

Regular sick leave is not considered a medical work release.

- A. Trips:

If a driver requires a medical leave after a **trip** schedule has been published the driver may trade their trips on that schedule. If the driver chooses, or is unable to make trades, the trips shall be reassigned to the next drivers on the unscheduled trip rotation. Trips reassigned shall not be made up.

A driver on medical release at the time the trip schedule is being formulated (approximately the 22nd of the month) shall have their name removed from the trip list for that month.

- B. Shuttles:

A driver on medical release shall have their name removed from the shuttle list for the duration of the medical release.

If a driver goes on a medical release while currently assigned a shuttle, the remainder of that shuttle will be reassigned to the next driver on the shuttle rotation. This reassignment shall be considered as fulfillment of the canceled driver's turn in the rotation.

- C. Late runs:

Because the late run schedule is set for the entire school year, late runs may be traded when the driver is on medical work release.

- E. School Cancellation and Delays

If school is called off by 7:15 a.m. because of inclement weather, bus drivers will not be paid (unless they have started driving). If school is called off after 7:15 a.m., bus driver employees shall be paid their regular route time for the AM only. If school is delayed, drivers will be paid from their regular starting time until the route is completed.

Food Service workers that have reported to work and school is cancelled shall be entitled to two (2) hours of pay.

F. Activity and Educational Trips

Activity and Educational trips are defined as trips involving transporting students to and from activity and educational events. All activity and educational trips will be scheduled by region on a rotation basis starting with the most senior driver on the list. Drivers will sign up for the rotation lists from the regions that the drivers deliver students to and from at the beginning of the school year. There will be four (4) regions. The regions are identified as Cascade/Bernard; Farley/Epworth; Holy Cross/Luxemburg; and Dyersville/New Vienna/Petersburg/Worthington. No changes in paragraph F will be made unless they are negotiated in advance with U.E. Local 893.

When the Transportation Office receives the entire trip requests by the 20th of each month, the Dyersville/New Vienna/Petersburg/Worthington trip list and the Cascade/Bernard trip list shall be made out prior to the Farley/Epworth/Peosta trip list to accommodate the following policy revision. When composing the Dyersville/New Vienna/Petersburg/Worthington trip list or the Cascade/Bernard trip list for any given month, should it occur on any particular day that there would be more overlapping trips than drivers on either list, the following procedure would be followed. The **trip** rotation would be followed to the point where the rotation would start over, than any overlapping trips on that day would be “held temporarily unassigned” and passed over. The rotation would then continue with the next trip to complete the assignment of the remainder of the month trips. At that time all unassigned trips would be added in to the Farley/Epworth/Peosta trip rotation for that month. Those particular tips would then appear on the trip sheet printouts for both regions. This would provide the Farley/Epworth/Peosta driver with their trip assignment on their printout and also inform the interested parties with the name of driver assigned to the **trip** on the Dyersville/New Vienna/Petersburg/Worthington trip list or the Cascade/Bernard trip list.

Unscheduled trips shall be handled in the same manner should the same situation occur with them.

Example:

Dyersville/New Vienna/Petersburg/Worthington trip list:

Bob, Ernie, Lynn, Nick ½, Chris ½

Farley/Epworth/Peosta trip list:

Scott, Sherry, Coby

					<u>Previous Policy:</u>	<u>New Policy:</u>
8/1	9 th Football	Marion	4:00 PM-10:00 PM	BK	Bob	Bob
8/1	D-K	Pumpkin Patch	8:30 AM-2:30 PM	D-K	Ernie	Ernie
8/1	Band	Iowa City	9:00 AM-5:30 PM	BK	Lynn	Lynn
8/1	Band	Iowa City	9:00 AM-5:30 PM	BK	Nick ½	Nick ½
8/2	JH Field trip	Toddville	8:30 AM-2:45 PM	BK	Chris ½	Chris ½
8/3	9 th Volleyball	Maquoketa	2:50 PM-10:00 PM	BK	Bob	Bob
8/3	1 st Grade	Fish Hatchery	9:40AM-1:30 PM	X	Ernie	Ernie
8/3	JH Volleyball	Washington	3:00 PM-6:30 PM	BK	Lynn	Lynn
8/3	7 th Football	Epworth	3:15 PM-6:45 PM	BK	Bob	Scott
8/4	Cross Country	Manchester	4:00 PM-8:30 PM	BK	Ernie	Bob
8/4	8 th Football	Jefferson JH	3:10 PM-6:00 PM	BK	Lynn	Ernie
8/4	Volleyball	Epworth	4:45 PM-10:00 PM	BK	Nick ½	Lynn
8/6	8 th Football	Manchester	3:00 PM-6:30 PM	BK	Chris ½	Nick ½

All trip drivers shall be provided a copy of all trip drivers names and phone numbers by regions with the first **trip** sheet at the beginning of the year.

Drivers will not be paid for activity trips that are canceled. However, if an activity or educational trip is canceled, and the sub driver is on the trip drivers route, the trip driver shall get his regular hourly route pay.

Drivers may get a replacement for an assigned trip. The driver must notify the transportation office of such change. Failure to notify the office of traded trips will result in the drivers being removed from the trip list for the following month. If the trip is eventually canceled, then the replacement driver's name will be placed on the unscheduled/scheduled activity list for the next available trip.

After a driver turns down 3 trips (scheduled 12 hours in advance), he/she will be dropped from the activity list for the remainder of the year.

Only bus drivers that are on a regional trip list may drive an activity or educational trip. In the event a driver is not available in a region, then a driver from another regional list will be contacted first. Drivers not on a trip list may only be used to drive trips in the case of an emergency.

An activity trip that is less than 1 1/2 hours in length will not be included within the rotation schedule for each region. Bus drivers will have a 15 minute pre-trip inspection allowance for each educational and activity trip. All activity and educational bus trips will be paid at activity pay rate. A minimum of 45 minutes will be paid per trip.

The activity and educational trip lists should be in the transportation office by the 20th of every month, and should be in the drivers hands by the 25th of the month.

The summer trips from the end of the school, to the beginning of the school year should be handled in the same manner as the school year.

G. Shuttle Buses

Shuttle trips are defined as reoccurring trips between the hours of 8:30 a.m. and 3:00 p.m., transporting students from school to various locations as a function of the educational program. Shuttle trips occur a minimum of two times per week. The minimum shuttle time is 45 minutes. Shuttle time will be paid at the activity pay rate. Shuttle buses are to be assigned on a seniority basis from the region that the drivers deliver students to and from at the beginning of the school year. The following years selection will begin where the previous year ended. The regions are identified as: Cascade/Bernard, Farley/Epworth, Holy Cross/Luxemburg, and Dyersville/New Vienna/Petersburg/Worthington.

No shuttle except the Dyersville noon shuttle, shall consist of more than approximately 20 total hours. Thus, when a driver reaches 20 hours of time with a particular shuttle, then the next person in line should take over for that specific shuttle. Any time a driver turns down a shuttle, then the hours are charged against their 20 hours for that rotation and you pass on your rotation time. If you start a shuttle, you will continue with that shuttle until you reach 20 hours rather than starting an additional shuttle. The daily transportation of Dyersville Center Students to Xavier and back for lunch will rotate every two weeks.

No time will be paid in excess of 40 hours per week (total driving time, including route time) unless pre-approved through the Transportation Director except in case of an emergency.

Shuttle bus trips will be paid at activity pay rate for actual time from the time they get into the bus until they park the bus at the end of the shuttle trip.

H. Late Runs

Late runs are defined as trips involving transporting students to drop-off points in various communities following practices or events after school. Bus driver must sign up for late run duty at the beginning of each school year. The Transportation Director will establish the number of drivers needed for each region and assign the late runs in each region based upon the sign up date of the driver. If more drivers sign up than are needed, the Transportation Director shall rotate the list every two weeks so that all drivers signing up in a region will have an opportunity to drive. The assignment of drivers to the various late runs in each region during the two-week period will be made by the Transportation Director. He shall take into account the destination of the late runs and the physical location of the driver and bus to be used. Drivers will receive regular route pay for actual driving time from the time they get into the bus until they park the bus at the end of the late run.

I. Half-time Drivers/Driver with routes in two different regions

Half-time route drivers will be assigned on an every other rotation for activity, unscheduled trips, educational trips, shuttles and late run. These trips will be scheduled from region that their A.M. or P.M. route are appointed.

If a full time driver drives out of 2 different regions, activity trips, shuttles, unscheduled, educational, and late run will be assigned half from one and half from the other.

If no driver is available to take a trip, late run, shuttle, educational, unscheduled trips among regular drivers rotation, half-time drivers will be called first before other regional drivers.

J. Method of Payment

1. Pay Periods

Each employee shall be paid every other Friday. Employees shall receive their checks at their regular building on payday. When a pay date falls on a school holiday, employees shall receive their paychecks on the day preceding such school holiday.

2. Summer Checks

Summer checks shall be mailed to the address designated by the employee one (1) day prior to the normal payday. Any change of address for summer checks shall be filed in writing with the Employer's Superintendent two weeks prior to the effective date of the requested change.

Article 14
INSURANCES

A. Eligible Employees

An “eligible employee” is defined as an employee who is regularly scheduled to work 30.5 or more hours per week in any of the following job classifications. When they become eligible for medical insurance they will be covered for life and disability insurance.

1. Bus Mechanics
2. Clerical
3. Custodians
4. Food Services
5. Interpreter
6. Maintenance
7. Bus Drivers
8. Paraprofessionals
9. Parent Volunteer Coordinator

B. Types

The Employer agrees to provide all eligible employees who are regularly scheduled to work 30.5 or more hours per week the following insurance protection according to the following schedule.

1. Medical Insurance

Each eligible employee and his or her immediate family members shall be covered by a health and major medical program that contains benefits comparable to the present insurance contract. The Employer shall pay the following premium amounts beginning July 1:

<u>35 or more hours/week</u>	<u>2007-08</u>	<u>2008-09</u>
Single	\$368.21/month	\$381.10/month
Family	\$679.89/month	\$703.69/month
 <u>Greater than or equal to 30.5 and less than 35 hours/week</u>	 <u>2007-08</u>	 <u>2008-09</u>
Single	\$316.84/month	\$327.93/month
Family	\$408.19/month	\$422.48/month

The above amounts are maximums paid by the Employer. Additional costs for either single or family insurance will be payroll deducted from the employee’s paychecks to cover the entire year.

Employees working less than 30.5 hours per week during the school year may participate in the employer’s insurance plan, provided the employee pays 100% of the premium involved. Premium payments may be made via payroll deduction.

2. Life:

Each eligible employee shall be covered by a term life insurance program paid for by the Employer that provides a death benefit of \$10,000.00, double for accidental death.

3. Dental - Bus Mechanics and Maintenance Only:

Each eligible bus mechanic and maintenance employee and his or her immediate family members shall be covered by a dental insurance program. The Employer shall pay the following amounts:

Single:	\$14.47/month
Employee & Family:	\$32.71/month

The above amounts are maximums paid by the Employer. Additional costs for either single or family insurance will be payroll deducted from the employee's paychecks to cover the entire year.

Employees working less than thirty-five (35) hours per week during the school year may participate in the Employer's insurance plan, provided the employee pays 100% of the premium involved.

4. The Western Dubuque School District shall maintain Internal Revenue Code Section 125 Benefit Plans.

5. The Employer will purchase liability insurance and will defend and indemnify employees as provided in Chapter 670, Code of Iowa.

6. Disability Insurance

The Employer will pay up to \$100.00 per year during the term of this Agreement for a group disability income policy for each eligible employee.

C. Coverage

The Employer-provided insurance program shall be for twelve (12) consecutive months, starting with the first day as designated by the insurance carrier and running for 12 consecutive months thereafter. Eligible employees new to the District shall be notified by the Employer as to the dates that their coverage begins.

D. Selection of Carrier

All insurance carriers shall be selected by the Employer but the Union will be given the opportunity to make its recommendations before final selection.

E. Continuation

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above-mentioned benefits shall continue throughout the balance of the employee's individual contract year.

Employees on paid leave shall continue to have Board contributions made according to the level described above.

Employees on nonpaid leave for one month or longer shall have the option to continue any or all of the Board paid programs by paying the premiums themselves to the Board within thirty (30) days of the insurance company billing date, to the extent that, the insurance company will allow and only for the balance of the unpaid leave. Failure of the thirty (30) day payment requirement cancels the option.

F. Recalculation Clause

If the single monthly premium as of June 1, 2007 for 2007-08 medical and/or dental insurance plans and/or the annual premium cost for disability insurance is less than the above stated amounts (\$368.21 single, Medical; \$100 Disability; and \$14.47 single, Dental), those excess dollars shall be applied as follows.

1. First for employees contracted for 35 or more hours per week on single medical plans.
2. Second to those employees working 30.5 to 35 hours per week on single medical plans.
3. Third to the single dental premium for mechanics.
4. Fourth to the family medical premiums.

The above procedure will also apply to the 2008-09 contract year.

Article 15

VACATIONS

Vacation time is allowed for only those employees working at least 260 days per year exclusive of holiday time off. (Twelve-month employees).

A. New Schedule:

<u>First Year of Employment:</u>	<u>First Partial Year</u>	<u>End of First Partial Year</u>
Hire date: July, August or September	5 days.....	Go to Step 2
Hire date: October, November, December.....	4 days.....	Go to Step 2
Hire date: January, February, March.....	3 days.....	Go to Step 1
Hire date: April, May, June.....	2 days.....	Go to Step 1

Step 1	Less than 6 months of employment.....	1 week
Step 2	More than 6 months of employment.....	2 weeks
Step 3	After 6 years of employment.....	3 weeks
Step 4	After 13 years of employment.....	4 weeks
Step 5	After 25 years of employment.....	21 days
Step 6	After 26 years of employment.....	22 days
Step 7	After 27 years of employment.....	23 days
Step 8	After 28 years of employment.....	24 days
Step 9	After 29 years of employment.....	25 days

1. All vacation dates of employees must be cleared and approved by the employee's immediate supervisor at least one week in advance.
2. Vacation must be used in at least half-day increments.
3. Vacation cannot be carried forward to the next year.
4. Earned vacation may be used prior to the start of the new year (July 1) with the approval of the employee's supervisor.

Article 16
LEAVES OF ABSENCE

A. Sick Leave

All employees, shall be entitled to straight-time paid sick leave days each fiscal year, as of July 1 of each year whether or not they report for duty on that day as follows:

First year of employment10 days
Second year of employment.....11 days
Third year of employment.....12 days
Fourth year of employment.....13 days
Fifth year of employment.....14 days
Sixth year of employment15 days
Subsequent years of employment.....15 days

These amounts shall apply only to consecutive years of employment. The employee must notify his or her supervisor when they are ill. The Employer may require the employee, at the employee's expense, to provide a doctor's certificate for absences of three (3) or more days and in cases of suspected abuse. Further, after a sick leave absence of three (3) or more days, employees may be required to submit a doctor's certificate, at the employee's expense, indicating an ability to return to work.

Unused sick leave days shall be accumulated from year to year up to one hundred and twenty (120) days. Employees may be required upon notification from their principal or immediate supervisor to submit a doctor's certificate indicating an inability to return to work after twenty (20) calendar days. Maternity leave shall be treated as any other kind of health or temporary disability under the sick leave provision.

Severance Pay: Employees who have accumulated the maximum of 120 days, or equivalent hours, and do not use any sick leave for the school year will be credited with one additional day, or equivalent hours, at the end of the school year for severance pay upon retirement.

An employee who receives workers' compensation benefits shall have the option of choosing one of the following for receiving their benefits.

Option #1: The employee cashes the check issued by workers' compensation insurance and receives no additional pay from the Employer. No sick leave is charged.

Option #2: The employee cashes the check issued by workers' compensation insurance as provided by law and supplements the amount by using District accumulated sick leave.

1. Sick Leave Pay

Daily sick leave pay shall be equal to the employees scheduled work hours times their hourly rate of pay.

2. Notice of Accumulation

Employees shall be given a copy of a written accounting of accumulated sick leave days no later than September 15 of each fiscal year.

3. Extended Leave

An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the balance of the contract year. The Employer agrees to continue all fringe benefits provided by this agreement for the duration of the contract year. Extensions may be arranged by a conference between the employee and the Superintendent.

4. Prohibitions on Use of Sick Leave.

An employee may not use paid sick leave for employment-required physical examinations (including those periodic physical examinations required by the Employer) or for routine medical/dental checkups/examinations.

For bus driver employees, employment-required physical and routine six-month dental appointments shall not be considered sick leave. Employees will receive regular route pay level and regular daily hours for sick leave time.

On days in which school is called off an employee may not use paid sick leave. An employee using sick leave on a shortened school day will be paid the same as the employee's regular hours minus the late arrival or early dismissal time. Charged leave time will be figured to the closest half or full day increment.

5. Family Leave: In the event of a illness or injury of a child, spouse, mother, father, brother, sister, stepmother, stepfather, stepchild, grandchild, mother-in-law, father-in-law, or other long-term household member, an employee may be granted three (3) days of paid leave, cumulative to four (4), per school year charged against sick leave.

Procedures:

1. Use of the leave requires completion of the District's absentee form upon return to work.
2. In cases where the Administration suspects misuse of this leave, it may require medical evidence of such illness or injury at the employee's expense.

B. Temporary Leaves Of Absence

1. Paid Leave

At the beginning of each fiscal year, employees shall be entitled to the following leaves of absence with full pay each year.

a. Personal

Two days per year of personal leave will be allowed to each employee who works three hours or more per day. Contracted bus drivers who work less than three hours per day will also receive two days per year of personal leave. One day of pay shall be equal to their regular paid route hours. Administrative approval is required for all personal leave.

Personal Leave Accumulation - Accumulation of personal leave days to a maximum of 4 days (2 per year).

Personal leave days must be used as part of the employee's regular contract days. They are not considered additional contract or pay days.

Employees who use personal days will be paid eight (8) times their current straight time hourly rate or the number of hours scheduled to work on that day times their current straight time hourly rate, whichever is less.

Personal days shall be utilized in not less than one-half (1/2) day increments.

b. Jury and Legal

When the employee submits proof of a necessary absence for jury service during school hours or to appear in court or a judicial/administrative hearing pursuant to a subpoena, he/she shall be provided such time. The employee shall be paid the difference between the amount that is received for jury duty/witness fee and his/her regular rate of pay times the hours absent for jury duty or witness appearance and related travel that day, but not exceeding the hours the employee was scheduled to work that day. In the event the employee is required to appear in court or before a judicial/ administrative body as a party (plaintiff, defendant, or otherwise) which is not job related, the provisions of this paragraph shall not apply. This paragraph shall not apply if an employee, the Union, or the Employer is one of the parties to the controversy.

c. Union Leave

Up to twenty (20) days of Union Leave without accumulation from year to year shall be granted in each fiscal year at the beginning of each fiscal year with full straight-time pay. The Union shall reimburse the Employer for the cost of the substitute worker, if actually used, for the last ten (10) days. The Local President or Union Representative shall designate the individuals and dates involved by notifying the Superintendent at least three (3) days prior to said leave.

The first ten (10) days may be used in 1/2 day increments, remaining days in full day increments.

d. Bereavement

The Employer shall pay up to five (5) days straight time of paid leave at the time of death of an employee's immediate family member (spouse, child, brother, sister, parent). Up to three (3) working days of paid leave shall be granted at the time of death of an employee's father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren.

One day of paid leave may be granted by the Employer for the death of an Uncle or Aunt, and may be granted for the death of a friend, neighbor, or close relative.

Paid leave for bereavement is generally not intended for use outside of the normal mourning period. To delay use of allowed bereavement leave for related purposes, notification must be made to the building principal or immediate supervisor within the bereavement period.

The employee shall notify the principal or immediate supervisor as soon as possible on all bereavement leaves.

Bereavement leave shall not apply to school year employees for any deaths that may occur during the summer months (non-contracted days). If such a death occurs during the non-contracted days (summer months/vacation time), bereavement leave will not be approved.

Bereavement leave must be utilized in not less than one-half day increments.

Article 17
EXTENDED LEAVES OF ABSENCE

A. Union

A leave of absence without pay for up to one (1) year may be granted to any employee for the purpose of serving as an elected officer of the Union's affiliates. Upon return from such leave, an employee shall be placed at the position he/she would have advanced to without said leave. Employees shall be credited with any new fringe benefits and previously accrued benefits. However, no benefits shall accrue for the duration of said leave.

B. Public Office

A leave of absence without pay not to exceed four (4) years, shall be granted to any employee upon application to the superintendent for the purpose of serving in a public, elected state or national office. Upon return from such leave, an employee shall be placed at the position he would have advanced to without said leave. Employees shall be credited with any new fringe benefits and previously accumulated benefits. However, no benefits shall accrue for the duration of said leave.

C. Family Illness

A leave of absence without pay may be granted for the purpose of caring for a sick or injured member of the employee's immediate family. Additional leave may be granted at the discretion of the Superintendent.

D. Good Cause

Other extended leaves of absence up to one (1) year without pay may be granted in writing by the Superintendent for good cause.

E. Military Leave

All officers and employees of the state, or a subdivision thereof, or a municipality other than employees employed temporarily for six (6) months or less, who are members of the national guard, organized reserves or any component of the military, naval, or air forces or nurse corps of this state or nation, or who may be otherwise inducted into military service of this state or of the United States, shall, when ordered by proper authority to active state or federal service, be entitled to leave of absence from such civil employment for the period of such active state or federal service, without loss of status or step in the pay scale, and without loss of pay during the first thirty (30) days of such leave of absence. The proper appointing authority may make a temporary appointment to fill any vacancy created by such leave of absence.

Article 18
SAFETY AND HEALTH

A. Safe Workplace

The Employer agrees to make all reasonable efforts to provide and maintain a safe workplace. It will maintain first aid supplies and make them available to employees during their work hours. The Union agrees to make all reasonable efforts in the prevention, correction and elimination of all unhealthful and unsafe working conditions and practices. Employees shall in the course of performing the duties associated with their employment shall make all reasonable efforts to be alert to unsafe practices, equipment, or conditions to report any such unsafe practices, equipment, or conditions which they discover to their immediate supervisor.

B. Employee Physical Examinations

A physical examination is required at the time of hiring for all employees and once every three years thereafter, except bus drivers who are required to have a physical every two years. The employee will pay the cost of the initial pre-employment examination.

Employees will be reimbursed for the cost of required physicals as follows.

Bus Drivers: Up to \$100.00 once every two years.

All Other Classifications: Up to \$65.00 once every three years.

Reimbursement will be made after submittal of receipt showing actual cost paid subject to the above maximums.

C. Bus Driver Drug Testing

The Employer will pay for the actual drug testing fees and \$25.00 for each random drug testing experience, but the district will not pay hourly wage time to conduct travel to or return from the testing nor the time it takes for the testing. If the drug test is performed by School District nurses at a school site \$15.00 will be paid to the driver. If a driver tests positive to a drug test, he/she may request a split specimen test. The driver shall pay for the split specimen test. If the split specimen test returns negative, the driver can submit such cost for a split specimen to the Employer for reimbursement. The Employer will not reimburse a driver for a positive specimen test.

Article 19
TRAINING/TRAVEL

School Bus Permits:

The employer will pay for the following training costs required by the State of Iowa for new and existing bus drivers to obtain and renew their school bus permits.

1. Tuition Fee:
New Drivers - Up to \$80.00 or actual whichever is less.
Existing Drivers - Up to \$25.00 or actual whichever is less.
2. Actual cost of meals not to exceed
\$15.00 per day --- New Drivers
\$3.00-Breakfast
\$5.00-Lunch
\$7.00-Dinner
3. Costs of required instructional materials.
4. Each driver will be paid the following for attendance at the sessions
12 hours at the activity pay rate for new drivers
3 hours at the activity pay rate for existing drivers

Other - Training/Travel:

Western Dubuque Schools will reimburse employees for the costs of Western Dubuque required travel and training as follows:

- A. Registration/Tuition: Actual cost as determined by a receipt. Amounts may be prepaid by the School District.
- B. Travel Expense: If an employee is required to use his/her own vehicle to attend training or a conference outside of the School District they will be reimbursed at the mileage rate as allowed by the I.R.S.
- C. Motel/Hotel Expense: Maximum of \$60.00 per night for required overnight stays.
- D. Employees will be paid their regular working hour wages while attending required training sessions or conferences.
- E. Meals: Maximum of \$15.00 per day determined by actual receipt.

Article 20
JOB CLASSIFICATIONS

Each bargaining unit position will have a written job description. Job descriptions will be available through supervisors or building administrators for employees to review and comment. Each department will post a copy of the job descriptions for their department.

Article 21
MISCELLANEOUS PROVISIONS

A. Separability

If any provision of this Agreement is determined by a final decision of a Federal or State court to be contrary to law, then such provision shall not be valid and the provision shall be modified only to the extent that it conflicts with such law, but all other provisions of this Agreement shall remain in full force and effect.

B. Notices

Whenever any notice is required to be given to either the Employer or the Union under this Agreement, either party may do so by facsimile or letter at the following designated addresses:

The Employer: Western Dubuque Community School District
 Box 279
 Farley, Iowa 52046
 ATTN: Superintendent of Schools

The Union: UE Local 893
 1807 10th Street
 Marion, IA 52302

The Local Union shall advise the Employer not later than October 1 of any calendar year of a change in the office of the Local Union President or his/her mailing address. In the event that no notice is offered to the Employer, communications shall be sent to the last known address of the Local Union President listed in the Employer's files.

C. Bulletin Boards

The Union will be allowed space on existing bulletin boards that are customarily used for the posting of information to employees. Where existing bulletin boards are not available the union shall provide bulletin boards. Bus schedules for shuttles will be posted on bulletin boards.

D. Layoff

Prior to the contracting out of any work currently performed by members of the bargaining unit which would result in the application of the layoff procedures of this contract the Employer shall give the union thirty (30) calendar days written notice. The Union's President, two (2) other officials

designated by the Union and up to three (3) representatives of the School District in order to discuss the impact of such contracting out on the affected members of the bargaining unit.

E. Uniforms

The District will not require the wearing of specific clothing or apparel. Employees should wear clothing or apparel that is suitable for their work environment. Supervisors may suggest appropriate dress.

F. Full Agreement

This Agreement and its appendices constitute the entire agreement between the parties and concludes collective bargaining negotiations, except as may be otherwise mutually agreed hereafter, during the term of this Agreement.

Signature: In witness whereof the parties hereto have caused this Agreement to be signed by their respective representatives and their signatures placed thereon, all on the _____ day of _____, 20____.

President of the School Board
Western Dubuque County
Community School District

Sylvia Kelley
Field Organizer, UE Local 893-96

Ryck Mescher
President, UE Local 893-96

Loras Gudenkauf
Vice President, UE Local 893-96

Bill McMahon,
Chief Steward, UE Local 893-96

Patty Even, UE Local 893-96

Wendy Gansen, UE Local 893-96

Pat Lammers, UE Local 893-96

Cindy Leibold, UE Local 893-96

Jim Leick, UE Local 893-96

Appendix A

STATE OF IOWA

BEFORE THE PUBLIC EMPLOYMENT RELATIONS BOARD

WESTERN DUBUQUE COMMUNITY SCHOOL)	
DISTRICT)	
Public Employer)	
and)	Case No. 5530
UNITED ELECTRICAL, RADIO & MACHINE)	
WORKERS OF AMERICA (U.E.),)	
Petitioner)	

ORDER OF CERTIFICATION

The Public Employment Relations Board [Board or PERB] has been advised that an election was conducted pursuant to Order of the Board; that a majority of the Ballots were cast for United Electrical, Radio and Machine Workers of America (U.E.), Local 893, an employee organization; that no objections to the election have been filed, and that said employee organization has complied with all requirements of the Public Employment Relations Act, Chapter 20, Iowa Code (1995) and the Rules thereunder:

IT IS THEREFORE ORDERED that United Electrical, Radio & Machine Workers of America (U.E.), Local 893, should be, and hereby is designated and certified by this Board to be the exclusive bargaining representative for certain employees of the Western Dubuque Community School District, a public employer, in the following bargaining unit:

INCLUDED: All full-time and regular part-time non-teaching employees including: Bus Drivers, Bus Mechanics, Clerical (except central office secretaries), Custodians, Food Services, Maintenance, Paraprofessionals, Interpreter, and Parent Volunteer Coordinators.

EXCLUDED: Central office secretaries which includes: Business office secretary, Curriculum office secretary, Superintendent's secretary and Board Secretary, Substitutes, and all other persons excluded by Section 4 of the Public Employment Relations Act.

DATED at Des Moines, Iowa this 20th day of September, 1996.

PUBLIC EMPLOYMENT RELATIONS BOARD

Richard R. Ramsey

RICHARD R. RAMSEY, CHAIRMAN

Appendix B 2007-2008 Wage Schedule

- 1) Educational hour/degrees must be in a field of study corresponding to the employee's pay classification as determined by District administration.
- 2) All hours and degrees must be from an accredited post-secondary institution.
- 3) Employees who have been employed for at least 25 consecutive years or more will be placed on the longevity step.

Bus Driver

	Base Pay	16 Hrs.	32 Hrs.	A.A. or A.S.
Step 1	\$13.00	\$13.25	\$13.50	\$14.00
Step 2	\$13.00	\$13.25	\$13.50	\$14.00
Step 3	\$13.00	\$13.25	\$13.50	\$14.00
Step 4	\$13.60	\$13.85	\$14.10	\$14.60
Step 5	\$13.60	\$13.85	\$14.10	\$14.60
Step 6	\$14.23	\$14.48	\$14.73	\$15.23
Longevity	\$14.48	\$14.73	\$14.98	\$15.48
Activity & Shuttle Rate: \$11.45				
Bus Driver Trainer: Add \$.25				

Bus Mechanic

	Base Pay	16 Hrs.	32 Hrs.	A.A. or A.S.
Step 1	\$13.25	\$13.50	\$13.75	\$14.25
Step 2	\$13.60	\$13.85	\$14.10	\$14.60
Step 3	\$13.95	\$14.20	\$14.45	\$14.95
Step 4	\$14.30	\$14.55	\$14.80	\$15.30
Step 5	\$14.65	\$14.90	\$15.15	\$15.65
Step 6	\$15.05	\$15.30	\$15.55	\$16.05
Longevity	\$15.30	\$15.55	\$15.80	\$16.30

Clerical

	Base Pay	16 Hrs.	32 Hrs.	A.A. or A.S.
Step 1	\$10.70	\$10.95	\$11.20	\$11.70
Step 2	\$11.00	\$11.25	\$11.50	\$12.00
Step 3	\$11.30	\$11.55	\$11.80	\$12.30
Step 4	\$11.60	\$11.85	\$12.10	\$12.60
Step 5	\$11.90	\$12.15	\$12.40	\$12.90
Step 6	\$12.20	\$12.45	\$12.70	\$13.20
Step 7	\$12.50	\$12.75	\$13.00	\$13.50
Step 8	\$12.80	\$13.05	\$13.30	\$13.80
Longevity	\$13.05	\$13.30	\$13.55	\$14.05

Custodian

	Base Pay	16 Hrs.	32 Hrs.	A.A. or A.S.
Step 1	\$12.35	\$12.60	\$12.85	\$13.35
Step 2	\$12.70	\$12.95	\$13.20	\$13.70
Step 3	\$13.05	\$13.30	\$13.55	\$14.05
Step 4	\$13.40	\$13.65	\$13.90	\$14.40
Step 5	\$13.75	\$14.00	\$14.25	\$14.75
Step 6	\$14.10	\$14.35	\$14.60	\$15.10
Step 7	\$14.45	\$14.70	\$14.95	\$15.45
Step 8	\$14.80	\$15.05	\$15.30	\$15.80
Longevity	\$15.05	\$15.30	\$15.55	\$16.05
Lead Custodian: Add \$.25				
Second Shift Custodian: Add \$.25				

Food Service

	Base Pay	16 Hrs.	32 Hrs.	A.A. or A.S.
Step 1	\$9.90	\$10.15	\$10.40	\$10.90
Step 2	\$10.05	\$10.30	\$10.55	\$11.05
Step 3	\$10.40	\$10.65	\$10.90	\$11.40
Step 4	\$10.65	\$10.90	\$11.15	\$11.65
Step 5	\$10.90	\$11.15	\$11.40	\$11.90
Step 6	\$11.15	\$11.40	\$11.65	\$12.15
Step 7	\$11.40	\$11.65	\$11.90	\$12.40
Step 8	\$11.75	\$12.00	\$12.25	\$12.75
Longevity	\$12.00	\$12.25	\$12.50	\$13.00
Van Route: Add \$1.00				
Food Service Manager: Add \$1.00				

Interpreter

	Base Pay	16 Hrs.	32 Hrs.	A.A. or A.S.
Step 1	\$12.25	\$12.50	\$12.75	\$13.25
Step 2	\$12.75	\$13.00	\$13.25	\$13.75
Step 3	\$13.25	\$13.50	\$13.75	\$14.25
Longevity	\$13.50	\$13.75	\$14.00	\$14.50

Maintenance

	Base Pay	16 Hrs.	32 Hrs.	A.A. or A.S.
Step 1	\$13.25	\$13.50	\$13.75	\$14.25
Step 2	\$13.60	\$13.85	\$14.10	\$14.60
Step 3	\$13.95	\$14.20	\$14.45	\$14.95
Step 4	\$14.30	\$14.55	\$14.80	\$15.30
Step 5	\$14.65	\$14.90	\$15.15	\$15.65
Step 6	\$15.05	\$15.30	\$15.55	\$16.05
Longevity	\$15.30	\$15.55	\$15.80	\$16.30

Paraprofessional

	Base Pay	16 Hrs.	32 Hrs.	A.A. or A.S.
Step 1	\$9.90	\$10.15	\$10.40	\$10.90
Step 2	\$10.05	\$10.30	\$10.55	\$11.05
Step 3	\$10.40	\$10.65	\$10.90	\$11.40
Step 4	\$10.65	\$10.90	\$11.15	\$11.65
Step 5	\$10.90	\$11.15	\$11.40	\$11.90
Step 6	\$11.15	\$11.40	\$11.65	\$12.15
Step 7	\$11.40	\$11.65	\$11.90	\$12.40
Step 8	\$11.75	\$12.00	\$12.25	\$12.75
Longevity	\$12.00	\$12.25	\$12.50	\$13.00
Level 3 Spec. Ed. (50%): Add \$.50				

Parent Volunteer Coordinator

	Base Pay	16 Hrs.	32 Hrs.	A.A. or A.S.
Step 1	\$11.15	\$11.40	\$11.65	\$12.15
Longevity	\$11.40	\$11.65	\$11.90	\$12.40

Appendix B 2008-2009 Wage Schedule

- 1) Educational hour/degrees must be in a field of study corresponding to the employee's pay classification as determined by District administration.
- 2) All hours and degrees must be from an accredited post-secondary institution.
- 3) Employees who have been employed for at least 25 consecutive years or more will be placed on the longevity step.

Bus Driver

	Base Pay	16 Hrs.	32 Hrs.	A.A. or A.S.
Step 1	\$13.35	\$13.60	\$13.85	\$14.35
Step 2	\$13.35	\$13.60	\$13.85	\$14.35
Step 3	\$13.35	\$13.60	\$13.85	\$14.35
Step 4	\$13.95	\$14.20	\$14.45	\$14.95
Step 5	\$13.95	\$14.20	\$14.45	\$14.95
Step 6	\$14.58	\$14.83	\$15.08	\$15.58
Longevity	\$14.83	\$15.08	\$15.33	\$15.83

Activity & Shuttle Rate: \$11.80

Bus Driver Trainer: Add \$.25

Bus Mechanic

	Base Pay	16 Hrs.	32 Hrs.	A.A. or A.S.
Step 1	\$13.60	\$13.85	\$14.10	\$14.60
Step 2	\$13.95	\$14.20	\$14.45	\$14.95
Step 3	\$14.30	\$14.55	\$14.80	\$15.30
Step 4	\$14.65	\$4.90	\$15.15	\$15.65
Step 5	\$15.00	\$15.25	\$15.50	\$16.00
Step 6	\$15.40	\$15.65	\$15.90	\$16.40
Longevity	\$15.65	\$15.90	\$16.15	\$16.65

Clerical

	Base Pay	16 Hrs.	32 Hrs.	A.A. or A.S.
Step 1	\$11.05	\$11.30	\$11.55	\$12.05
Step 2	\$11.35	\$11.60	\$11.85	\$12.35
Step 3	\$11.65	\$11.90	\$12.15	\$12.65
Step 4	\$11.95	\$12.20	\$12.45	\$12.95
Step 5	\$12.25	\$12.50	\$12.75	\$13.25
Step 6	\$12.55	\$12.80	\$13.05	\$13.55
Step 7	\$12.85	\$13.10	\$13.35	\$13.85
Step 8	\$13.15	\$13.40	\$13.65	\$14.15
Longevity	\$13.40	\$13.65	\$13.90	\$14.40

Custodian

	Base Pay	16 Hrs.	32 Hrs.	A.A. or A.S.
Step 1	\$12.70	\$12.95	\$13.20	\$13.70
Step 2	\$13.05	\$13.30	\$13.55	\$14.05
Step 3	\$13.40	\$13.65	\$13.90	\$14.40
Step 4	\$13.75	\$14.00	\$14.25	\$14.75
Step 5	\$14.10	\$14.35	\$14.60	\$15.10
Step 6	\$14.45	\$14.70	\$14.95	\$15.45
Step 7	\$14.80	\$15.05	\$15.30	\$15.80
Step 8	\$15.15	\$15.40	\$15.65	\$16.15
Longevity	\$15.40	\$15.65	\$15.90	\$16.40

Lead Custodian: Add \$.25

Second Shift Custodian: Add \$.25

Food Service

	Base Pay	16 Hrs.	32 Hrs.	A.A. or A.S.
Step 1	\$10.25	\$10.50	\$10.75	\$11.25
Step 2	\$10.40	\$10.65	\$10.90	\$11.40
Step 3	\$10.75	\$11.00	\$10.25	\$11.75
Step 4	\$11.00	\$11.25	\$11.50	\$12.00
Step 5	\$11.25	\$11.50	\$11.75	\$12.25
Step 6	\$11.50	\$11.75	\$12.00	\$12.50
Step 7	\$11.75	\$12.00	\$12.25	\$12.75
Step 8	\$12.10	\$12.35	\$12.60	\$13.10
Longevity	\$12.35	\$12.60	\$12.85	\$13.35

Van Route: Add \$1.00

Food Service Manager: Add \$1.00

Interpreter

	Base Pay	16 Hrs.	32 Hrs.	A.A. or A.S.
Step 1	\$12.60	\$12.85	\$13.10	\$13.60
Step 2	\$13.10	\$13.35	\$13.60	\$14.10
Step 3	\$13.60	\$13.85	\$14.10	\$14.60
Longevity	\$13.85	\$14.10	\$14.35	\$14.85

Maintenance

	Base Pay	16 Hrs.	32 Hrs.	A.A. or A.S.
Step 1	\$13.60	\$13.85	\$14.10	\$14.60
Step 2	\$13.95	\$14.20	\$14.45	\$14.95
Step 3	\$14.30	\$14.55	\$14.80	\$15.30
Step 4	\$14.65	\$14.90	\$15.15	\$15.65
Step 5	\$15.00	\$15.25	\$15.50	\$16.00
Step 6	\$15.40	\$15.65	\$15.90	\$16.40
Longevity	\$15.65	\$15.90	\$16.15	\$16.65

Paraprofessional

	Base Pay	16 Hrs.	32 Hrs.	A.A. or A.S.
Step 1	\$10.25	\$10.50	\$10.75	\$11.25
Step 2	\$10.40	\$10.65	\$10.90	\$11.40
Step 3	\$10.75	\$11.00	\$10.25	\$11.75
Step 4	\$11.00	\$11.25	\$11.50	\$12.00
Step 5	\$11.25	\$11.50	\$11.75	\$12.25
Step 6	\$11.50	\$11.75	\$12.00	\$12.50
Step 7	\$11.75	\$12.00	\$12.25	\$12.75
Step 8	\$12.10	\$12.35	\$12.60	\$13.10
Longevity	\$12.35	\$12.60	\$12.85	\$13.35

Level 3 Spec. Ed. (50%): Add \$.50

Parent Volunteer Coordinator

	Base Pay	16 Hrs.	32 Hrs.	A.A. or A.S.
Step 1	\$11.50	\$11.75	\$12.00	\$12.50
Longevity	\$11.75	\$12.00	\$12.25	\$12.75

APPENDIX C
Summer Vacancy Application

(This form must be used to apply for any Summer Postings prior to May 15 of each year.)

Date: _____

To: Superintendent of Schools, Western Dubuque County Community School District

Please be advised that in accordance with Article _____, Transfers, Section B. Summer Postings, I wish to be considered as an applicant for any of the following permanent job vacancies, if such positions become available during the summer months:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

Thank you for your consideration of this application.

Sincerely,

(Signature)

(Social Security Number)

APPENDIX D **UE-Western Dubuque County Community** **School District** **Grievance Report Form**

_____ School District Distribution of Form (Check if Sent to)

- _____ Building(s) _____ 1. Employee
 _____ 2. Union
 _____ 3. Building Principal
 _____ 4. Superintendent

Name of Aggrieved Employee(s) _____

Level I

- A. Date Grievance First Discussed with Principal/Immediate Supervisor _____
 B. Persons Present: _____
 C. Date of Level I Response by Principal/Immediate Supervisor: _____

Level II

- A. Date Violation Occurred: _____
 B. Section(s) of Contract Violated (Include Article and Section/ Paragraph#

 C. Statement of Grievance: _____
 D. Specific Relief Sought: _____

- Signature of Aggrieved** _____ **Date** _____
 E. Disposition by Principal Immediate Supervisor _____

 Signature of Principal/Immediate Supervisor Date _____

Level III

- A. _____ **Signature of Aggrieved Employee** _____ **Signature of Superintendent** _____
 B. _____ **Date Submitted to Superintendent** _____ **Date Received by Superintendent** _____
 C. Disposition by Superintendent or Designee: _____

Signature of Superintendent or Designee **Date**

Level IV

- A. _____ **Signature of Aggrieved Employee** _____ **Signature of Superintendent** _____
 B. _____ **Date submitted to Superintendent** _____ **Date Received by Superintendent** _____
 C. Disposition and Award of Arbitration (Attach Written Arbitration Award)

If additional space is needed, attach additional sheets